Operator ГО	umber <u>M/037/0</u>	FROM	Date Sent	July 22
CONFIDE	ENTIAL XBONI IPUL DOCUMENT MENT _OTHER	CLOSURE TRACKING SI	_LARGE MAPS HEETNEW A	_EXPANDABL APPROVED NOI
Description			YEA	R-Record Numb
	_Incoming File Closure			
NOI _Bond Fil	Incoming	Outgoing	XInternal 2014	_Superceded
_NOI Bond File	Incoming	_Outgoing	¥ Internal	Superceded
NOI	Incoming	Outgoing	Internal	Superceded
TEXT/ 81/	/2 X 11 MAP PA	AGES11	X 17 MAPS	_LARGE MAI



State of Utah DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS AND MINING

Dee C. Hansen
Executive Director

I. Nielson, Ph.D.
Division Director

Solt Lake City, Utah 84180-1203
801-538-5340

DOGM Certificate of Deposit

March 10, 1993

First Security Bank of Utah P.O. Box 99 Moab. Utah 84532

Attention: Branch Manager

Re: Certificate of Deposit for Happy Jack Mine, M/037/024, San Juan County, Utah

This is in regards to regulatory requirements of the mining statute and rules of the State of Utah, Division of Oil, Gas and Mining, governing the operations and reclamation of the Happy Jack Mine, Permit Number M/037/024, under reclamation by Mr. Kyle Isenhart.

A \$2,000 Certificate of Deposit will be issued by First Security Bank for a 6-month term which will be automatically renewable upon expiration. The Certificate should be made out in the name of the Utah Dept. of Natural Resources, Division of Oil, Gas and Mining and Mr. Kyle Isenhart. The interest earned by the Certificate of Deposit will be deposited into Mr. Kyle Isenhart's personal account. If the Certificate is redeemed before the maturity date and the penalty reduces the face value of \$2,000.00, the State of Utah, Division of Oil, Gas and Mining will go to Mr. Kyle Isenhart for reimbursement of that loss. If redeemed after the maturity date, then \$2,000.00 will go to the State of Utah, Division of Oil, Gas and Mining and the remaining balance will go to Mr. Kyle Isenhart's account. The Certificate of Deposit can only be redeemed by the State of Utah, Division of Oil, Gas and Mining.

If the statute or rules of the State of Utah, Division of Oil, Gas and Mining are violated with respect to the operation or reclamation of the Happy Jack Mine covered by this surety, the State of Utah, Division of Oil, Gas and Mining has the authority to call the Certificate on demand, for the full amount of \$ 2,000.00. Any loss due to an early redemption penalty will be the responsibility of Mr. Kyle Isenhart, and will not be the expense or responsibility of the State of Utah.

Page 2
First Security Bank of Utah
Certificate of Deposit
Kyle Isenhart
August 20, 1991

The Division Acting Director's signature, Lowell P. Braxton (or the appropriate Division Director at that time), will be required to call the Certificate or release said funds back to Mr. Kyle Isenhart.

First Security Bank will not be held liable for any dispute between the parties. These rules pertain to the Certificate of Deposit Number: _____

Agreed upon by:

Lowell P. Braxton, Acting Director Division of Oil, Gas and Mining

Tax I.D. Number:

Kyle Isenhart
Owner/Operator

Tax I.D. Number

Please contact the following for further information:

D. Wayne Hedberg or Holland Shepherd Division of Oil, Gas and Mining 355 West North Temple, Suite 350 Salt Lake City, Utah 84180-1203 (801) 538-5340

DOLLARS herein called Registered Owner(s) THIS CERTIFICATE WILL BE AUTOMATICALLY RENEWED AT MATURITY AT THE INTEREST RATE THEN OFFERED BY THE BANK FOR ADDITIONAL SUCCES-MEACH UNLESS PRESENTED FOR PAYMENT BY THE REGISTERED OWNER(S) WITHIN 10 DAYS AFTER A MATURITY DATE. 2:000:00 14806 /25/1993 of AMOUNT OI Z Division This certificate is subject to the terms and conditions set forth on the reverse side hereof. NO INTEREST WILL BE PAID AFJER FINAL MATURITY. 07 Resources /25/1993 payable at the issuing office to the registered owner(s) upon presentation and surrender of this certificate properly endorsed on and The Utah Department of Natural 01) rby its records. DATE In mailing interest checks or giving any notice the Bank may regard as correct the addresses s Blanding ***00.000. CITY & STATE Isenhart *** with interest thereon from date to maturity at the rate of REDEMPTION PRIOR TO MATURITY Kyle SUBSTANTIAL PENALTY FOR has deposited in this Bank the sum of OFFICE) NOT TRANSFERABLE Gas and Mining ISSUED AT (NAME OF Blanding SIVE PERIODS OF This is to certify that SAVINGS CERTIFICATE

1

ENDORSEMENTS /
Kyle Isoshart
OWNER
OWNER
OWNER
OWNER

TERMS AND CONDITIONS

RECEIPED AND AND COMPANY OF THE PROPERTY OF TH

- The Bank reserves the right not to renew this Deposit at any maturity date upon mailing to the registered owner(s) at his address last shown on the Bank's records a notice of its election not to renew.
- No payment of the Deposit will be made unless this Certificate is surrendered to the office of issue. No interest will accrue after the Deposit finally matures by notice or otherwise.
- 3. Upon not less than 30 days prior written notice to the payee at his address last shown on the Bank's records, this Bank may from time to time change the rate or rates of interest applicable to the Deposit during any succeeding renewal periods.
- 4. This Certificate is a Time Certificate of Deposit and is subject to all present and future applicable rules and regulations of the Board of Governors of the Federal Reserve System and this Bank.
- 5. If this certificate is issued to multiple original payees consisting of two or more natural persons, they shall hold the same with right of survivorship. The deposit (together with the interest) is payable to any one of them during their joint lives. Upon the death of any of the multiple original payees, all of the right, title and interest to the deposit shall vest absolutely in the survivor or survivors, subject to all applicable tax statutes and regulations. Each of such persons shall be the agent of the other to give or receive any notice provided for herein or to take any other action pertaining to this certificate and the deposit.
- 6. If issued with the added condition of "payable on death" to one or more persons, ownership shall vest in the POD payee or payees only upon the death of all of the original payees and shall be otherwise governed by applicable statutes.

SD-30 REV. 11-81





SURETY ESTIMATE UPDATE

Happy Jack Mine

M/037/024

Prepared by Utah Division of Oil, Gas & Mining June 12, 1991

DESCRIPTION:

- 1. This estimate covers only revegetation costs for the site.
- 2. All other reclamation work was completed 4/91.
- 3. This surety covers a three year time frame.

RECLAMATION DETAILS:

Seed Mix Seed Mix Hand Broadcast Total Acres = 9	15 lbs/ac	\$180/ac \$15/ac
Subtotal + 10% Contingency	9 ac X \$195	\$1,755 \$1,931

CALCULATIONS	YR	ESCAL FACTOR	BOND
F = P(1 + i)**n			
F = Future Sum	1991	0.0145	\$1,931
P = Present Sum	1992	0.0145	\$1,959
i = Escalation Factor	1993	0.0145	\$1,987
n = number of periods	1994	0.0145	\$2,016

Three Yr Average = 1.45% Used to Project 5 Yrs

Updated Surety Amount Rounded (1994 \$)

\$2,000

FORM MR-RC Revised October 23, 1991 RECLAMATION CONTRACT

Page _1_ of _9_

File Number	M	1037	1024
Effective Da			

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION of OIL, GAS and MINING

355 West North Temple 3 Triad Center, Suite 350 Salt Lake City, Utah 84180-1203 (801) 538-5340 NOV O O 1992

GAS & MINI

MAR 1 8 1993

For the purpose of this RECLAMATION CONTRACT the terms below are defined

as follows: "NOTICE OF INTENTION" (NOI): (File No.) M/037/024 (Mineral Mined) Uranium "MINE LOCATION": (Name of Mine) (Description) Located in White Canyon Juan County "DISTURBED AREA": (Disturbed Acres) (refer to Attachment "A") (Legal Description) "OPERATOR": (Company or Name) (Address) HOCKING, OHIO 45747 (Phone)

"OPERATOR'S REGISTERED (Name) (Address)	AGENT":	KYIE ISENHART RT2 BOX RSI LITTLE HOLKING
(Phone)		(614) 989-2860
"OPERATOR'S OFFICER(S)":		NA
"SURETY": (Form of Surety	- Exhibit B)	CERTIFICATE OF PEPOSIT
"SURETY COMPANY": (Name, Policy or	Acct. No.)	FIRST SECURITY BANK OF UTAH, No. 14806
"SURETY AMOUNT": (Escalated Dollar	rs)	\$ 2,000
"ESCALATION YEAR":		1994
"STATE": "DIVISION": "BOARD":		State of Utah Division of Oil, Gas and Mining Board of Oil, Gas and Mining
EXHIBITS: A "DISTURBED B "SURETY":	AREA":	Revision Dates:

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between KYIE ISENHART the "Operator" and the Utah State Board of Oil, Gas and Mining ("Board").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/o37/o24 which has been approved by the Utah State Division of Oil, Gas and Mining "Division" under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

Page 2 of 9

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

- Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the Notice of Intention, and the Reclamation Plan. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
- 2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Exhibit B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Board in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Board. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
- 3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
- 4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
- 5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.

- 6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the (Board) that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The (Board) shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.
- 7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
- 8. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
- 9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
- 10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
- 11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Division, or Board, as appropriate, may revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
- 12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies

resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.

- 13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
- 14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

Kyle Isenhart Operator (Typed or Printed)		
Operator Signature	10-12-92 Date	

SO AGREED this Just day of March, 1993.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY

James W. Carter, Chairman

Utah State Board of Oil, Gas and Mining

DIVISION OF OIL, GAS AND MINING:	
By Jamel P Breath Lowell P. Braxton, Acting Director	4-1-43 Date
STATE OF Utal) SS: COUNTY OF Salt Jake)	
COUNTY OF Salt Jake	
On the	ne Acting Director of the ural Resources, State of Utah,
MOTANY PUBLIC JAMICE L. BROWN 201 East 9545 South Sandy, UT 84070 Notary Residir	Public gardy Utal
Curquet 3. 1994	
My Commission Expires:	

Kyle Isenhart. Operator Name	
By Owner Corporate Officer - Position Tyle Jalnhum Signature	10-12-92 Date
STATE OF OHIO) ss:	
On the	
and duly acknowledged that said instrumen by authority of its bylaws or a resolution of	
company executed the same.	
	Notary Public Residing at: Lettle Hocker
EMMA LEE FOX Notary Public, State of Ohio My Commission Expires: June 5, 1996	Ohio
My Commission Expires:	
Page 7 of 9	

OPERATOR:

SURETY:	
Surety Company	
By Company Officer - Position	Date
Signature STATE OF) ss: COUNTY OF)	THIS PAGE IS FOR NOT NECESSARY A CD
On the day of appeared before me being by me duly sworn did say that he/she,	, 19, personally who
is the	its board of directors and said
company executed the same.	
	Notary Public Residing at:

NOTE: An affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Contract.

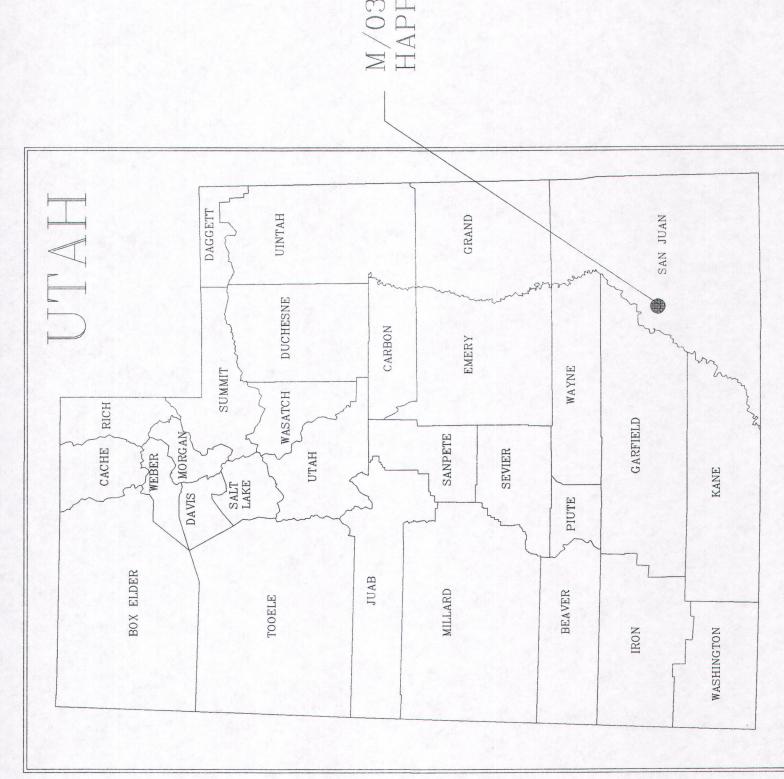
My Commission Expires:

ATTACHMENT "A"

Kyle Isenhart	Happy Jack	
Operator	Mine Name	
M/037/024	San Juan	County, Utah
Permit Number		

The legal description of lands to be disturbed is:

Portions of NW 1/4 of NE 1/4 and SW 1/4 of NE 1/4 Section 8, Township 35 South, Range 15 East, SLBM



- M/037/024 HAPPY JACK MINE



State of Utah

DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS AND MINING

Dee C. Hansen
Executive Director

I. Nielson, Ph.D.
Division Director

Solution 1355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
801-538-5340

1-800-574-6600

March 10, 1993

TO:

Board of Oil, Gas and Mining

THRU:

Lowell P. Braxton, Associate Director

THRU:

D. Wayne Hedberg, Permit Supervisor DWH

FROM:

Holland Shepherd, Senior Reclamation Specialist

RE:

Request for Board Concurrence, Form and Amount of Surety, Happy Jack

-c

Mine, M/037/024, San Juan County, Utah

The Happy Jack mine, originally an Atlas mine, was sold to a Mr. William Petty of Tokyo, Japan in 1991. The property has since been sold to Mr. Kyle Isenhart of Little Hocking, Ohio. Mr. Isenhart intends to utilize the property for residential and commercial purposes.

The site is currently under reclamation. It was reclaimed April of 1991. The surety amount of \$2,000, is based on the cost of any future reseeding which may be necessary. The surety has been escalated 3 years into the future, the time necessary to verify revegetation success.

The following documents are attached for your review and consideration:

- 1. Checklist for Form & Amount of Surety
- 2. Location Map
- 3. Executive Summary
- 4. Reclamation Surety Estimate
- 5. Reclamation Contract (FORM MR-RC)
- 6. Reclamation Surety (Certificate of Deposit)

The Certificate of Deposit cover letter (attached to this memo) has not been signed by Mr. Isenhart. This letter will be signed and returned to the Division before the March 24, 1993 hearing. Page 7 of 9, FORM MR-RC will also be appropriately notarized and returned to the Division before the hearing. Thank you for your time and consideration of this permitting action.

attachments M037024.3

FORM MR-TRL (Revised March 1991) For Division Use:

File No.: M/037/024

Effective Date:

DOGM Lead:

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

NOV 0 9 1992
DIVISION OF

OIL GAS & MINING

TRANSFER OF NOTICE OF INTENTION LARGE MINING OPERATIONS

---00000---

1.	(a)	Notice of intention to be transferred (file number):037 / 024
	(b)	Name of mining operation: Happy Jack Mine
	(c)	Location of mining operation (county): San Juan County
	(d)	Name, telephone number and mailing address of the operator currently holding the notice of intention (transferor):
	1	William Petty II, % Technica Pacifica, Inc.
		59 E Center St. Moab, UT 84532 801-259-4100
2.	(a)	Name, telephone number and mailing address of the operator aquiring the notice of intention (transferee): KYLE ISENHART PHONE (614) 989-2860 ROUTE 2, BOX RSI LITTLE HOKKING, OHIO 45742
	(b)	Name, telephone number and address of the authorized representatives of the Transferee to whom any notices under the provisions of the Utah Mined Land Reclamation Act may be sent:
		SAME AS TRANSFEREE

(a) The total disturbed area identified in the approved notice of intention: 9 ac

(b) The actual number of acres disturbed by the operation through date of transfer: ___9 ac.

- (c) Attach a legal description of above acreages as Appendix "A" and a map of suitable scale with actual disturbed areas clearly shown and identified.
- 4. This application must be accompanied by a fully executed and signed Reclamation Contract (Form MR-RC).

STATE OF Utah	_)
COUNTY OF Grand) ss.
SWORN STATEMEN	T OF TRANSFEROR
I, William Petty I being f	irst duly sworn under oath, depose and say
that I am an individual (officer	or agent) of
(Corporation/Company Name); and that I are	n duly authorized to execute and deliver
the foregoing obligations; that I have read t	the said application and fully know the
contents thereof; that all statements contained	ed in the transfer application are true and
correct to the best of my knowledge and bel-	ief. By execution of this statement I certify
that the Transferor is in full compliance with	the Utah Mined Land Reclamation Act, the
Rules and Regulations promulgated thereund	der, and the terms and conditions of Notice
of Intention No. $037/024$.	
	from Letty
S	ignature
	William Petty II Jame (Typed or Print)
	Marile (Typed of Filint)
Т	'itle
Subscribed and sworn before me this	14TH day of SEPTEMBER, 1992.
	John K. Just Notary Public Moab, UTAH Residing at: Moab, UTAH
My commission Expires: $\frac{3}{29}$, 1993 .	

STATE OF	HATU	
COUNTY OF_	GRAND) ss)

FINAL SWORN STATEMENT OF TRANSFEREE

KYIE ISENHART being first duly sworn under oath, depose and say that I
am OWNER (officer or agent) of HAPPY JACK MINE
(Corporation/Company Name); and that I am duly authorized to execute and deliver
the foregoing obligations; that I have read the application and fully understand the
contents thereof; that all statements contained in the transfer application are true and
correct to the best of my knowledge and belief. By execution of this statement, the
Transferee agrees to be bound by the terms and conditions of Notice of Intention
No. 037/024, the Utah Mined Land Reclamation Act, and the Rules and Regulations
promulgated thereunder. Kyle Isenhart Signature Kyle Isenhart
Name (Typed or Print)
Title
Subscribed and sworn before me this 26 day of October, 1992.
My commission Expires: MY COMMISSION EXPIRES: 12-2-92 DOUGLAS C. McELHANEY Notary Public Residing at: Mach Utah 84532 MY COMMISSION EXPIRES: 12-2-92 Notary Public Residing at: 100 3
<u>12-2</u> , 19 <u>92</u> .

CERTIFICATION OF APPROVAL

This is to certify that I have examined the foregoing application and do hereby grant the same, subject to the following limitations and conditions:

- (a) This transfer of notice of intention grants only the right to affect the lands described in Appendix "A".
- (b) The transferee has provided to the Division a fully executed and signed Reclamation Contract (Form MR-RC). The surety shall be effective on the date of transfer.
- (c) The transferee, or such other person as required by UCA 1953, Title 40-8, has acquired legal right to mine for lands described in Appendix "A".

COMMENTS:				
				1216
		er de la company		
		9.45		

APPROVED:

Lowell P. Braxton, Acting Director Division of Oil, Gas and Mining

Effective Date:

NOI No .:

4-1-93 M/037/024

MR-TRL

EXECUTIVE SUMMARY

Prepared March 10, 1993

Mine Name: Happy Jack	I.D. No.: <u>M/037/024</u>		
perator: Kyle Isenhart County: San Juan			
Route 2	New/Existing: Existing		
Box RSI	Mineral Ownership: Private		
Little Hocking, Ohio	Surface Ownership: Private		
Telephone: (614) 989-2860	Lease No.(s): N/A		
Contact Person: Kyle Isenhart	Permit Term: N/A		
Life of Mine: Under reclamation			
Legal Description: Section 8, Township 35 So	outh, Range 15 East		
Mineral(s) to be Mined: None (was Uranium	and copper)		
Mining Methods: N/A			
Acres Disturbed: 9			
Present Land Use: Mining			
Postmining Land Use: Residential, commerci	al, wildlife habitat		
Variances from Reclamation Standards (Rule	R647) Granted: None		
Soils & Geology			
Soil Description: Poorly developed from sand deficient	stones, mudstones and shale, nutrient		
pH: Unknown			
Special Handling Problems: None			
Geology Description: Site located within White Uranium was mined from the Chinle Formation of located in and on deposits of Moenkopi and Chine	of the friassic period. The mine site is		

Page 2 Executive Summary M/037/024

Hydrology

Ground Water Description: No evaluation ever made, presumed to be over 1000 feet to groundwater.
Water Monitoring Plan: None
Ecology
Vegetation Type(s); Dominant Species: Indian ricegrass, Shadescale, Juniper, Pinyon, Rabbitbrush, Matchweed, Buckwheat
Percent Surrounding Vegetative Cover: 5% - 10%
Wildlife Concerns: None
Surface Facilities: None
Mining and Reclamation Plan Summary: No more mining planned. The site is under reclamation. Will eventually be used for residential and commercial purposes.
Surety
Amount: \$2,000
Form: Certificate of Deposit (First Security Bank) Renewable Term: 6 months

jb 4:M037024.2